workingmen are more and more being protected by factory laws and employers' liability acts. The decision of the court in the principal case seems reasonable and in harmony with the policy of the times.

MASTER AND SERVANT—DEFECTIVE APPLIANCES—ASSUMPTION OF RISK—PROMISE TO REPAIR.—The plaintiff was an employee of the defendant. About ten o'clock he complained to the superintendent that the machine upon which he was working was unsafe. The superintendent replied, "You go right ahead and I will fix it for you at the noon hour." This he failed to do. At one o'clock the plaintiff knowing that the machine had not been repaired resumed work, and at three o'clock was injured. *Held,* that on these facts, the plaintiff was properly nonsuited. *Andrecsik* v. *New Jersey Tube Co.* (1906) — N. J. —, 63 Atl. Rep. 719.

A master owes to his servant certain well-recognized duties, among which is the duty to use due care to provide safe tools and machinery. On the other hand, "that to which a person assents is not in law esteemed an injury." BROOM LEG. MAX., p. 268. If a person enters or continues in an employment with knowledge actual or implied of the danger involved, he is deemed to have assumed the risk and consented to any injury that he may suffer therefrom. *Sullivan* v. *India Mfg. Co.,* 113 Mass. 396; *Appel* v. *Ry. Co.,* 111 N. Y. 550; *Dillenberger* v. *Weingartner,* 35 Vroom 292; BAILEY, MASTERS' LIABILITY TO SERVANTS, Chap. IX. If, however, the servant remains relying on the master's promise to repair, the risk is the master's. He has assumed it in consideration of the servant's remaining. *Stephenson* v. *Dunbar,* 73 Wis. 404; *Mfg. Co.* v. *Morrisey,* 40 Ohio St. 148. If the promise is general it is considered that the master has a reasonable time in which to fulfill it. If the servant remains after the lapse of a reasonable time, without the repairs having been made, he again assumes the risk. *Hough* v. *Ry. Co.,* 100 U. S. 213; *Dowd* v. *Erie Ry. Co.,* 41 Vroom 451; *Dunkerley* v. *Webendorfer Machine Co.,* 42 Vroom 60; *Counsel* v. *Hall,* 145 Mass. 468. It follows then necessarily, that if, as in the principal case, the parties themselves fix the time for the performance of the promise, the repairs not having been made within that time, the servant resumes the work at his own risk. LABATT, MASTER AND SERVANT, Vol. I, p. 1204. Very few cases seem to have arisen involving this question. The following, however, are directly in point and confirm the doctrine of the principal case: *Trotter* v. *Chattanooga Furniture Co.,* 101 Tenn. 257; *Albrecht* v. *Ry. Co.* (1901), 108 Wis. 530. There can be no question in such a case for the jury. "Ordinarily whether the servant has waived the neglect of the master and assumed the risk after a promise to repair is a question for the jury, yet it may have been given for such a length of time or with such conditions that the court can determine as a matter of law that its performance has been waived." BAILEY, MASTER'S LIABILITY FOR INJURIES TO SERVANTS, p. 209; *Stephenson* v. *Dunbar,* 73 Wis. 407.

MUNICIPAL CORPORATIONS—POWERS OF POLICE COMMISSIONERS—DISMISSAL OF OFFICER.—The charter of a city provides that the Board of Police Commissioners shall have power to prescribe rules and regulations for the government,